

REMARKS

Reconsideration is respectfully requested. Claims 1-15 are present in the application. Claims 1 and 9 are amended.

Claim 9 is objected to by the Examiner. The Examiner says there is insufficient antecedent basis for the limitation. Applicant respectfully disagrees. The claim includes the phrase "an application program body". It is clear that that is what was being referred to. However, applicant will amend the claim to include the word "body" in the further references to the application program. Entry of this amendment is respectfully requested.

Claims 1-15 are rejected under 35 U.S.C. §102(e) as allegedly being anticipated by Alexander et al, U.S. Patent 6,134,593.

Applicant respectfully traverses.

Applicant repeats the remarks and arguments previously submitted in the prior response.

A point of contention seems to be that the Examiner asserts that Alexander teaches a dedicated storage area allocated uniquely to the user of the storage server. The Examiner's position is that a particular module Fig. 2, 210b, can be executed by the user after processing of payment and providing a unique password for the module.

It is respectfully submitted that this part of Alexander does not fairly meet the definition of a dedicated storage area allocated uniquely to a user. Users in Alexander share the same storage area storing a vendor application. They do not have dedicated storage areas uniquely allocated to each user. Providing a unique password to allow a user to access a commonly stored software does not meet the language of applicant's claims.

The Examiner states on page 8 of the office action that the claims do not disclose that "each user has its own user-dedicated storage", asserting that the claims state 'a dedicated storage area is allocated uniquely to the user'.

We do not understand why the Examiner takes this position.

Considering claim 1, it recites "allocating a dedicated storage area for each user". Claim 1 also recites "storing software, . . . into a dedicated storage area allocated uniquely".

These words clearly set out that each user has its own user-dedicated storage.

While it is submitted to be clear and apparent as previously written, applicant submits a minor amendment to claim 1 to further clarify this point.

As another example, claim 7 recites "a dedicated storage area in a storage server, said dedicated storage area being allocated to the user and not being allocated to another user".

The Examiner asserts that this is shown in Alexander by issuing a password to a user.

The issuing of a password, whether unique or not, cannot meet the language of claim 7. If we are to equate the unique password of Alexander to the dedicated storage of applicant's claim, then the software of Alexander would have to be stored into the unique password, because we cannot simply pick and choose words in the claims and finding such words in some other document, assert that the document thereby teaches or suggests the claims. If we are to look at the unique password as equivalent of the dedicated storage of applicant's claim, then the unique password must also then store the software therein. That is not possible and is absurd, which illustrates why the password of Alexander does not teach or suggest the dedicated storage (with all the related definitions and interrelationships defined by the claim) of claim 7, nor of the teachings of claim 1, etc.

Similarly with claim 8, which recites:

a storage unit having dedicated storage areas,  
each uniquely allocated to an individual user of a  
portable data terminal;

means for receiving software, which is purchase-  
requested by the user of said portable data terminal,  
from a software sales site on the network for storing

the software into the dedicated storage area of the user;

If we consider the unique password of Alexander to be the dedicated storage areas, each uniquely allocated to an individual user, which is the position that the Examiner is taking, then, where in Alexander do we see the "storing the software into the dedicated storage area of the user". Nowhere does Alexander store software into the passwords. It simply would not make any sense, and, it is respectfully submitted, illustrates why Alexander does not teach or suggest the claimed invention.

Considering claim 10, the Examiner is of the opinion that Alexander teaches automatically erasing the software from local storage. This is not taught by Alexander. Locking the software does not teach that the software is erased from local storage. As applicant has noted before, Alexander et al do not teach "said portable data terminal further comprising means for automatically erasing the software from said local storage when an expiration date defined by the expiration date information has passed". While Alexander et al discuss a user being able to freely access a software during a period of time, there is no teaching of automatically erasing the software from local storage after an expiration date. Claim 10 provides features that even if already stored software is erased when the internal storage capacity becomes insufficient, the same software may be

downloaded again from the dedicated storage area and, therefore, the user may erase the software without hesitation. As a result, the user does not hesitate to purchase new software any more. See page 4, lines 19-26 of the application, where this concept is discussed.

The concept of claim 11, of "means for allowing the user to rewrite said management table freely is not provided", is taught by applicant, not by Alexander et al.

Regarding the comments on page 6 of the office action about claim 11, the phrase "wherein Alexander further discloses means for allowing the user to rewrite said management table freely inherently is not provided (col. 4, line 65 - col. 5, line 13)" seems to say that the Examiner is agreeing that claim 11 is not taught by Alexander.

As noted before, similarly, the concepts of claims 12 and 13 of automatically erasing the software from local storage at an expiration date are not shown or suggested by Alexander et al.

Applicant submits two diagrams here to illustrate Applicant's system and the system of Alexander.

Considering the diagrams, in Alexander et al, a client's purchase request is directed to the server 150. In contrast, in the present invention, a client's purchase request is directed to the software sales site (sales server 12 of FIG. 1 of the present application).

In applicant's invention, each user has its own user-dedicated storage area (item 97 of FIG. 1 of the present application) in server storage 9. Contrast this with Alexander, where users share the same storage area storing a vendor application in the Alexander server 150.

With the present invention, vendor software is stored into a dedicated storage area 97 in the storage server 9, dedicated for a user in response to the user's purchase request. In contrast, Alexander teaches that vendor software is provided in the server 150, regardless of the user's purchase request. That is, the software is stored there even if no user purchase request has been made.

Considering the diagrams attached, in Alexander, the following steps are taken:

ALEXANDER

Step 1 - Launching Vendor Software (step 315 of Fig. 3 of Alexander)

Step 2 - Payment in process (step 345 of Fig. 3 of Alexander)

Step 3 - transmit password to client (step 350 of Fig. 3 of Alexander)

Now, considering the diagram of Applicant's system, the following steps are taken:

APPLICANT

Step 1, purchase request

Step 2 - sending vendor software to user #1 storage area

Step 3 - downloading vendor software from User #1 storage area.

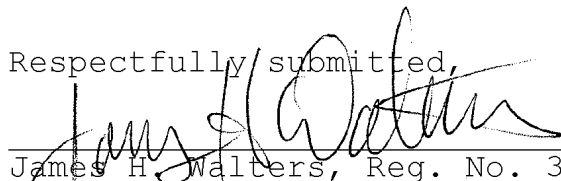
Note that for a second user #2 client (access illustrated by dashed lines), the vendor software is sent to user #2 storage area in applicant's system. This is not the case of what would happen with the Alexander system, where, considering the diagram, it is seen that the second client 110 accesses the same stored software (second client access illustrated by dashed lines).

To support a section 102 rejection, each and every element of the claim must be in the document relied on. The Alexander document does not meet this standard.

It is respectfully submitted that Alexander et al neither teach nor suggest claims 1-15.

In light of the above noted amendments and remarks, this application is believed in condition for allowance and notice thereof is respectfully solicited. The Examiner is asked to contact applicant's attorney at 503-224-0115 if there are any questions.

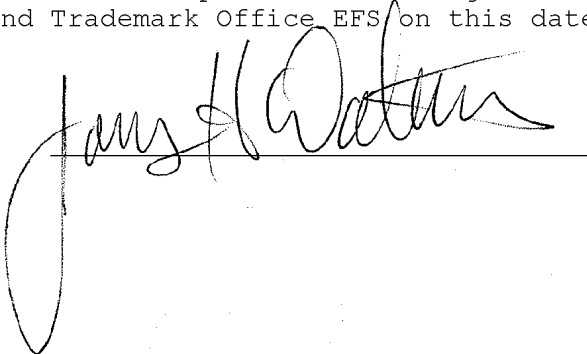
Respectfully submitted,

  
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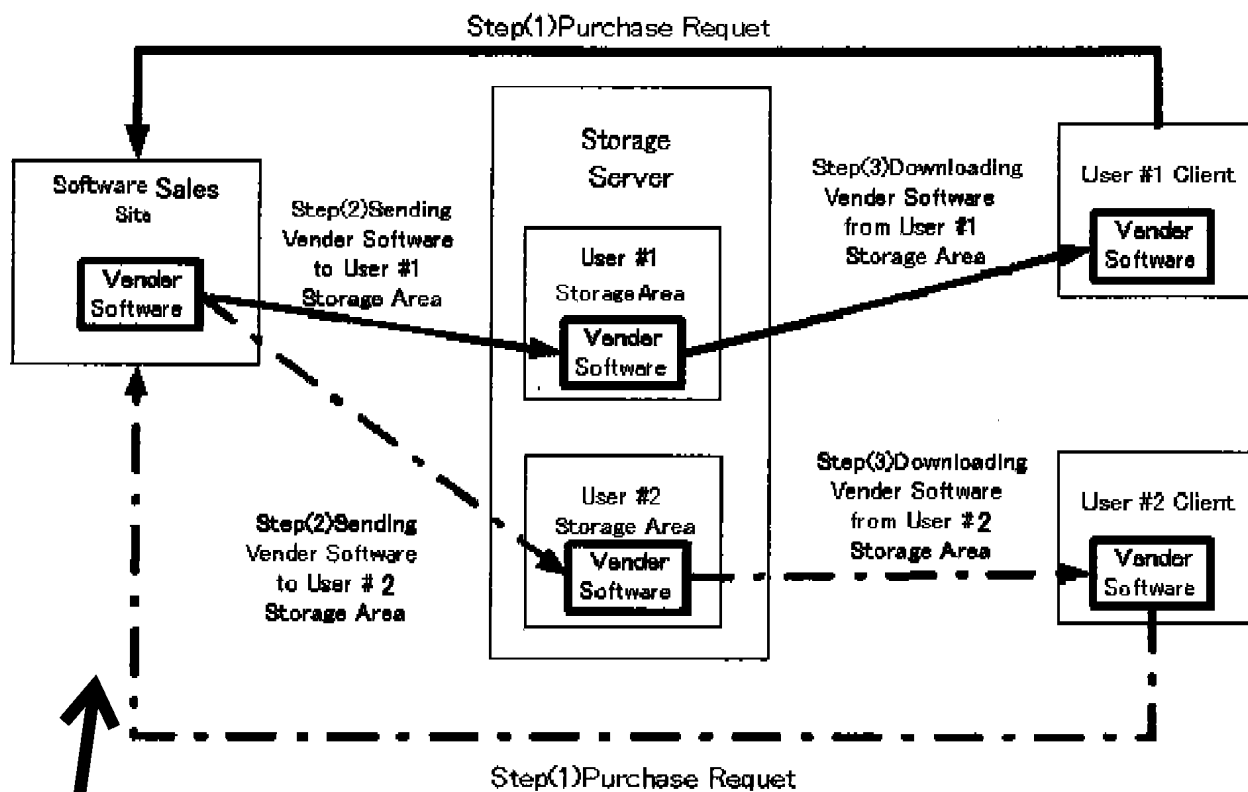
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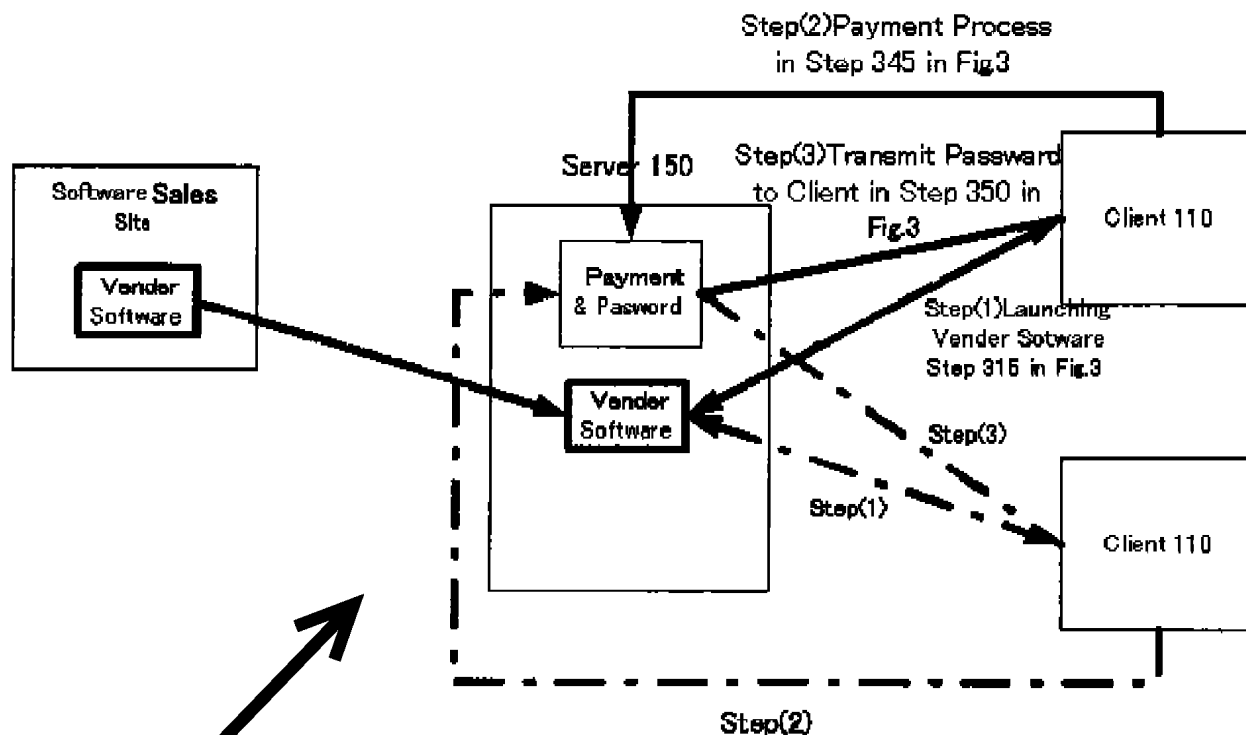
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APPLICANT'S INVENTION



ALEXANDER ET AL